



STATE OF HAWAII
STATE PROCUREMENT OFFICE

P.O. Box 119
Honolulu, Hawaii 96810-0119
Tel: (808) 586-0554
email: state.procurement.office@hawaii.gov
<http://spo.hawaii.gov>
Twitter: [@hawaiispo](https://twitter.com/hawaiispo)

May 14, 2024

TO: Executive Departments/Agencies
Department of Education
School Facilities Authority
Hawaii Health Systems Corporation
Office of Hawaiian Affairs
University of Hawaii
Public Charter School Commission and Schools
House of Representatives
Senate
Judiciary

City and County of Honolulu
Honolulu City Council
Honolulu Board of Water Supply
Honolulu Authority for Rapid Transportation
County of Hawaii
Hawaii County Council
County of Hawaii-Department of Water Supply
County of Maui
Maui County Council
County of Maui-Department of Water Supply
County of Kauai
Kauai County Council
County of Kauai – Department of Water

FROM: Bonnie Kahakui, Administrator *Bonnie A Kahakui*

SUBJECT: **NEW PRICE LIST**
SPO Price List Contract No. 24-17
NASPO VALUEPOINT PROFESSIONAL GRADE TOOLS AND DIAGNOSTIC EQUIPMENT
RFP Solicitation Number OK-MA-818-23
Expires: October 11, 2025

The new price list contract for Professional Grade Tools and Diagnostic Equipment is effective July 1, 2024.

The current price list contract is available on the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

If you have any questions, please contact Matthew Chow at (808) 586-0577 or matthew.m.chow@hawaii.gov.

TABLE OF CONTENTS

PARTICIPATING JURISDICTIONS 4

POINT OF CONTACT..... 4

USE OF PRICE & VENDOR LIST CONTRACTS BY NONPROFIT ORGANIZATIONS. 5

VENDOR CODES..... 6

COMPLIANCE PURSUANT TO HRS §103D-310(c)..... 6

PURCHASING CARD (pCard)..... 6

PURCHASE ORDERS..... 6

PAYMENTS 6

LEASE AGREEMENTS 6

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE 7

COMPLIANCE PURSUANT TO HRS §103-53..... 7

VENDOR AND PRODUCT EVALUATION 7

PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET 7

EMERGENCY PURCHASE 7

CONTRACT INFORMATION 8

 Master Agreement Deliverables 8

 Supplier Responsibilities and Tasks 8

 Warranty-Equipment/Options/Accessories/Attachments..... 9

 Freight/Shipping/Set-up Fees..... 10

 Delivery 10

AGENCY INSTRUCTIONS 11

CONTRACTOR INFORMATION 12

HILTI INC..... 13

LAWSON PRODUCTS, INC. 14

**STATE OF HAWAII
STATE PROCUREMENT OFFICE**

SPO Vendor List Contract No. 24-17
Replaces SPO Vendor List 20-04
Effective: 07/01/2024

THIS SPO PRICE/VENDOR LIST CONTRACT IS FOR AUTHORIZED BUSINESS ONLY

**NASPO VALUEPOINT
PROFESSIONAL GRADE TOOLS AND
DIAGNOSTIC EQUIPMENT**

(RFP No. OK-MA-818-23)
July 1, 2024 to October 11, 2025

INFORMATION ON NASPO VALUEPOINT

The NASPO ValuePoint Cooperative Purchasing Organization is a multi-state contracting consortium of state governments, including local governments, of which the State of Hawaii is a member. NASPO ValuePoint Purchasing Organization seeks to achieve price discounts by combining the requirements of multi-state governmental agencies, and cost-effective and efficient acquisition of quality products and services.

The State of Oklahoma is the current lead agency and contract administrator for the NASPO ValuePoint Professional Grade Tools and Diagnostic Equipment. A request for competitive sealed proposals was issued on behalf of NASPO ValuePoint Cooperative Purchasing Organization and contracts were awarded to five (5) qualified Contractors.

The purpose of this contract is to provide participating agencies Professional Grade Tools and Diagnostic Equipment at favorable pricing because of the collective volume of potential purchases.

For additional information on this contract, visit the NASPO ValuePoint website at <https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/>.



PARTICIPATING JURISDICTIONS listed below have signed a cooperative agreement with the SPO and are authorized to utilize this vendor list contract.

Executive Departments/Agencies	City and County of Honolulu (C&C Honolulu)
Department of Education (DOE)	Honolulu City Council
School Facilities Authority (SFA)	Honolulu Board of Water Supply
Hawaii Health Systems Corporation (HHSC)	Honolulu Authority for Rapid Transportation (HART)
Office of Hawaiian Affairs (OHA)	County of Hawaii
University of Hawaii (UH)	Hawaii County Council
Public Charter School Commission and Schools	County of Hawaii – Department of Water Supply
House of Representatives (House)	County of Maui
Senate	Maui County Council
Judiciary	County of Maui – Department of Water Supply
	County of Kauai
	Kauai County Council
	County of Kauai – Department of Water

The participating jurisdictions are not required but may purchase from this vendor list contract, and requests for exception from the contract are not required. Participating jurisdictions are allowed to purchase from other contractors; however, HRS chapter 103D, and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the participating jurisdiction.

POINT OF CONTACT. Questions regarding the products listed, ordering, pricing and status should be directed to the contractor(s).

Procurement questions or concerns may be directed as follows:

Jurisdiction	Name	Telephone	FAX	E-mail
Executive	Matthew Chow	586-0577	586-0570	matthew.m.chow@hawaii.gov
DOE	Procurement Staff	675-0130	675-0133	G-OFS-DOE-Procurement@k12.hi.us
SFA	Gaudencia "Cindy" Watarida	430-5531	n/a	cindy.watarida@k12.hi.us
HHSC	Nancy Delima	359-0994	n/a	ndelima@hhsc.org
OHA	Christopher Stanley	594-1833	594-1865	chriss@oha.org
UH	Karlee Hisashima	956-8687	956-2093	karlee@hawaii.edu
Public Charter School Commission and Schools	Danny Vasconcellos	586-3775	586-3776	danny.vasconcellos@spscsc.hawaii.gov
House	Brian Takeshita	586-6423	586-6401	takeshita@capitol.hawaii.gov
Senate	Carol Taniguchi	586-6720	586-6719	c.taniguchi@capitol.hawaii.gov

Jurisdiction	Name	Telephone	FAX	E-mail
Judiciary	Tritia Cruz	538-5805	538-5802	tritia.l.cruz@courts.hawaii.gov
Honolulu City and County (C&C)	Procurement Specialist	768-5535	768-3299	bfs purchasing@honolulu.gov
Honolulu City Council	Kendall Amazaki, Jr.	768-5084	n/a	kamazaki@honolulu.gov
Honolulu City Council	Nanette Saito	768-5085	768-5011	nsaito@honolulu.gov
Honolulu Board of Water Supply	Procurement Office	748-5071	n/a	fn_procurement@hbws.org
HART	Dean Matro	768-6246	n/a	dean.matro@honolulu.gov
County of Hawaii	Diane Nakagawa	961-8440	n/a	Diane.Nakagawa@hawaiicounty.gov
Hawaii County Council	Diane Nakagawa	961-8440	n/a	Diane.Nakagawa@hawaiicounty.gov
County of Hawaii - Department of Water Supply	Ka'iulani L. Matsumoto	961-8050 ext. 224	961-8657	kmatsumoto@hawaiidws.org
County of Maui	Jared Masuda	463-3816	n/a	jared.masuda@co.maui.hi.us
Maui County Council	Marlene Rebugio	270-7838	n/a	marlene.rebugio@mauicounty.us
County of Maui - Department of Water Supply	Kenneth L. Bissen	270-7684	270-7136	ken.bissen@co.maui.hi.us
County of Kauai	Ernest Barreira	241-4295	241-6297	ebarreira@kauai.gov
Kauai County Council	Codie Tabalba	241-4193	241-6349	ctabalba@kauai.gov
County of Kauai - Department of Water	Christine Erorita	245-5409	245-5813	cerorita@kauaiwater.org

USE OF PRICE & VENDOR LIST CONTRACTS BY NONPROFIT ORGANIZATIONS. Pursuant to HRS §103D-804, nonprofit organizations with current purchase of service contracts (HRS chapter 103F) have been invited to participate in the SPO price & vendor lists contracts.

A listing of these nonprofit organizations is available at the SPO website: <http://spo.hawaii.gov>. Click on *For Vendors > Non-Profits > Cooperative Purchasing Program > View the list of qualifying nonprofits eligible to participate in cooperative purchasing.*

If a nonprofit wishes to purchase from a SPO price or vendor list contract, the nonprofit must obtain approval from each Contractor, i.e., participation must be mutually agreed upon. A Contractor may choose to deny participation by a nonprofit. Provided, however, if a nonprofit and Contractor mutually agree to this arrangement, it is understood that the nonprofit will retain its right to purchase from other than a SPO price or vendor list Contractor(s).

CONTRACTORS. The authorized contractors are listed in this vendor list contract. They have signed a Master Agreement with the State of Oklahoma and a Participating Addendum with the Hawaii State Procurement Office.

Contractor:
Hilti Inc
Lawson Products Inc

Master Agreement Number:
OK-SW-818-500
OK-SW-818-600

VENDOR CODES for annotation on purchase orders are obtainable from the *Alphabetical Vendor Edit Table* available at your department's fiscal office. Agencies are cautioned that the remittance address on an invoice may be different from the address of the vendor code annotated on the purchase order.

COMPLIANCE PURSUANT TO HRS §103D-310(c). Prior to awarding this contract, the SPO verified compliance of the Contractor(s) named in the SPO Vendor List Contract No. 24-03. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.*

PURCHASING CARD (pCard). The State of Hawaii Purchasing Card (pCard) is required to be used by the Executive department/agencies, excluding the DOE, SFA, HHSC, OHA, and UH, for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Note: Vendors may impose a transaction fee, not to exceed 4%, for pCard transactions.

PURCHASE ORDERS may be issued for purchases of \$2,500 or more and for vendors who either do not accept the pCard, or set minimum order requirements before accepting the pCard.

SPO PRICE LIST CONTRACT NO. 24-17 & applicable NASPO VALUEPOINT MASTER AGREEMENT NUMBER shall be typed on purchase orders issued against this price list contract. For pCard purchases, the SPO Price List Contract No. 24-17 and the applicable NASPO ValuePoint Master Agreement Number shall be notated on the appropriate transaction document.

PAYMENTS are to be made to the Contractor(s) remittance address. HRS §103-10 provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. Payments may also be made via pCard.

LEASE AGREEMENTS are not allowed under this contract.

STATE GENERAL EXCISE TAX (GET) AND COUNTY SURCHARGE shall not exceed the following rates if seller elects to pass on the charges to its customers.

COUNTY	COUNTY SURCHARGE TAX RATE	STATE GET	MAX PASS-ON TAX RATE	EXPIRATION DATE OF SURCHARGE TAX RATE
C&C OF HONOLULU	0.50%	4.0%	4.7120%	12/31/2030
HAWAII	0.50%	4.0%	4.7120%	12/31/2030
COUNTY OF MAUI (including Molokai and Lanai)	0.50%	4.0%	4.7120%	12/31/2030
KAUAI	0.50%	4.0%	4.7120%	12/31/2030

The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation’s website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

COMPLIANCE PURSUANT TO HRS §103-53. All state and county contracting officers or agents shall withhold final payment of a contract until the receipt of tax clearances from the director of taxation and the Internal Revenue Service. This section does not apply to contracts of less than \$25,000.

VENDOR AND PRODUCT EVALUATION form, SPO-012, for the purpose of addressing concerns on this vendor list contract, is available to agencies at the SPO website: <http://spo.hawaii.gov>. Click on *Forms* on the home page.

PRICE OR VENDOR LIST CONTRACT AVAILABLE ON THE INTERNET at the SPO website: <http://spo.hawaii.gov>. Click on *Price & Vendor List Contracts* on the home page.

EMERGENCY PURCHASE. The FEMA special provisions have been added to the contract to allow departments/agencies to make purchases during a declared disaster and seek FEMA reimbursement during a declared emergency. For more information, please visit: <https://spo.hawaii.gov/for-state-county-personnel/disaster-preparedness-procurement/fema-reimbursement/>

The following Contractors have agreed to the FEMA special provisions:

- Lawson Products Inc
- Hilti Inc

CONTRACT INFORMATION

Master Agreement Deliverables

- **Professional Grade Tools** – used as a term to distinguish from general use or consumer grade products. It is intended to communicate a more durable product with the expectation that it will work both better and longer in an environment where it is used more regularly. Built for extended heavy and repeated use, more rugged and tends to not malfunction as quickly. Also associated with better features and options which result in a high-end result. Excellent and extended warranties for product repairs are usually in place versus throw away and replace items.
- **Diagnostic Equipment** – used for discovering what is wrong with things that do not work properly. Non-medical equipment. Can include automotive, electrical, plumbing and other specialized areas which require unique diagnostic analysis for evaluation and repair.
- **Value Added Features** – allows the Contractor with opportunity to identify any value-added options or ideas that may benefit the State which may result in a change in either cost or scope.

Supplier Responsibilities and Tasks

- **Delivery** – Standard orders must be delivered to end users within 5 business days after receipt of order unless product is a special-order item. Rush orders to end users must be delivered next day after the receipt of order.
- **Non-Delivery** – After notification of impending short or out-of-stock items, purchasing entity may cancel balance of incomplete deliveries without penalty. Purchasing Entity may purchase shorted items that cannot be supplied by the supplier by date required to the next awarded supplier.
- **Freight Policy** – all shipments should be FOB destination to the specified location, with inside delivery. The supplier is responsible for filing and expediting all freight claims with the carrier. The supplier will pay title and risk of loss or damage charges.
- **Return of Products** - Any materials delivered in poor condition, or in excess of the amount authorized by the purchase order may, at the discretion of the Purchasing Entity, be returned to the Supplier at the Supplier's expense within 5 days. Credit for returned goods shall be made immediately once the Supplier receives the returned goods. If any product is returned to a Supplier for failure of performance, the Supplier will, at the State's discretion, refund all amounts paid to the Supplier for such product or replace the product, and the following shall apply:
 1. Within five (5) days of written notification by the Purchasing Entity, the Supplier will make arrangements for the return of the product.
 2. The Supplier shall bear all shipping and insurance costs.
 3. Supplier shall be liable for damages to the product, unless caused by fault or negligence of the Purchasing Entity that occur during the return process.

- **Returns Due to User Error** – Supplier shall provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly scheduled delivery time. Otherwise, Purchasing Entity may be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Supplier’s nearest service location for such returns; no additional charges are allowed, including restocking fees. Supplier shall issue a credit to Purchasing Entity’s account as soon as items have been received by the Supplier.
- **Price Verification** – The Supplier should be able to provide manufacturer price lists and its own price lists at the State’s request in order for the State to verify pricing. The Supplier should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Supplier records in order to identify discrepancies. If discrepancies are found, at a minimum, the Supplier will refund the State the difference and may be subject to other legal remedies.
- **Rebates** – Offerors should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.
- **Receiving Procedures and Order Inspection** - Purchasing Entity shall inspect and verify deliveries, upon receipt of order. Products shall be matched against the packing slip and order specifications. Any cases damaged during loading or delivery will be rejected. Supplier shall replace with like or acceptable product at no charge within two business days of notice.

Warranty-Equipment/Options/Accessories/Attachments

1. The Supplier agrees the products furnished under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded by any other clause of this Contract.
2. The Supplier warrants that at the time of delivery, all equipment purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.
3. All warranty work performed, and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Purchasing Entity contact person prior to installation.
4. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Purchasing Entity.
5. Supplier shall furnish a copy of their warranty applicable for the equipment. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
6. Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Purchasing Entity requesting the service. The following information shall be provided in order to determine ownership of the equipment: (1) Name of Purchasing Entity and division, if applicable.

Make, Model, and VIN of equipment Control number of Purchasing Entity (Inventory number)

7. Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.
 8. The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
 9. All persons utilized in the performance of this contract shall be authorized by the supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.
 10. Equipment that will remain in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any state-owned equipment in the Supplier's possession.
- **Warranty/Buy Back** - suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Supplier shall correct ordering errors without further cost to the ordering entity. A copy of the Warranty shall be included for replacement parts purchased.
 - **Repair Facilities** – Repair facilities that will perform the warranty work of items under this Contract shall be identified as listed on the Supplier's dealer network. As the manufacturer, the Supplier is responsible for ensuring that the facilities are able to adhere to the contract requirements for warranty work performance.

Freight/Shipping/Set-up Fees

1. Freight from the factory to the distributor is the responsibility of the Supplier. Freight from the distributor to the customer is an allowable charge.
2. Delivery is to be FOB Destination (of ordering entity) freight collect
3. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.

Delivery

1. All equipment shall be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Supplier until delivered and accepted.
2. Delivery shall be made in accordance with instructions on the purchase order from each Purchasing Entity. If there is a discrepancy between the purchase order and what is listed on the contract, the Supplier shall seek clarification from the ordering party and/or the Contracting Officer.
3. One operating manual, an illustrated parts manual or List, and the warranty shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.
4. All ordering entities will have the option to pick up their equipment from the dealer.

AGENCY INSTRUCTIONS

1. Agency shall obtain a minimum of one (1) written price quote from an authorized vendor for expenditures under \$5,000.
2. For expenditures of \$5,000 or more, agency shall solicit for two (2) written price quotes from two (2) different authorized vendors.
3. Purchasing agencies are required to complete Form SPO-010, Record of Procurement, for expenditures \$5,000 or more. Form SPO-010 is available on the SPO website: <http://spo.hawaii.gov>. Click on Forms on the home page.

CONSIDERATION OF QUOTES. Agencies shall consider all responsive and responsible quotes received. An award shall be made to the vendor(s) offering the lowest price. If the lowest price does not meet the agencies specification requirement, the award may be made to the vendor(s) whose offer represents the best value to the agency. Best value means the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best services the agency is selected. These criteria may include, in addition to others, the total cost of ownership, performance, history of the vendor, quality of goods, services, delivery and proposed technical performance.

CONTRACTOR INFORMATION



HILTI INC.

Master Agreement No. OK-SW-818-500

NASPO URL: <https://www.naspo.valuepoint.org/portfolio/professional-grade-tools-diagnostic-equipment-2023-2028/hilti-inc/>

Sales Contact:

Government Specialist
Government Sales Account Manager
Phone: (800) 950-6119
Email: government@hilti.com

Remittance Address

Hilti Inc
PO Box 650756
Pittsburgh, PA 75265-0756
Vendor Code: 317978-00

View Products: www.hilti.com

Category	Proposed Percentage Discount from List
Professional Grade Tools	40.0%
Diagnostic Equipment	40.0%
Value Added Features (Must be tied to Category 1 or 2)	-



LAWSON PRODUCTS, INC.
Master Agreement No. OK-SW-818-600

NASPO URL: <https://www.naspovaluepoint.org/portfolio/professional-grade-tools-diagnostic-equipment-2023-2028/lawson-products-inc/>

Lawson Products Inc Sales Contact:

Sage Chandler
Government Sales Account Manager
Phone: (913) 636-8587
Email: Sage.Chandler@lawsonproducts.com

Remittance Address
Lawson Products Inc.
PO Box 734922
Chicago, IL 60673-4922
Vendor Code: 368200-00

View Products: www.lawsonproducts.com

Category	Proposed Percentage Discount from List
Professional Grade Tools	19.0%
Diagnostic Equipment	19.0%
Value Added Features (Must be tied to Category 1 or 2)	19.0%
Value Added Plan	1% ten days, net 30 (discount not applicable to credit card payments)

For price quotes, contact Lawson Products Inc. or Sage Chandler (contact info listed above). Payments to be made to Lawson Products Inc.